

DRAFT
A REGULAR MEETING OF THE FAUQUIER COUNTY BOARD OF SUPERVISORS
WAS HELD DECEMBER 15, 2003 AT 1:00 P.M. IN WARRENTON, VIRGINIA

P R E S E N T Mr. Harry F. Atherton, Chairman; Mr. Joe Winkelmann, Vice-Chairman;
 Mr. Raymond E. Graham; Ms. Sharon Grove McCamy; Mr. Larry L.
 Weeks; Mr. G. Robert Lee, County Administrator; Mr. Paul S. McCulla,
 County Attorney

A B S E N T None

TOUR OF BEALETON LIBRARY

The Board of Supervisors toured the Bealeton Branch Library.

AGENDA REVIEW

The Board of Supervisors reviewed the agenda.

BRIEFING ON THE FAUQUIER COUNTY COMPREHENSIVE ANNUAL FINANCIAL
REPORT (CAFR) FOR FISCAL YEAR ENDED JUNE 30, 2003

Janice Bourne, Director of Finance, and David Hughes, Lead Audit Manager from Robinson, Farmer & Cox, reviewed the Auditors' Management Letter and Fauquier County's response to the audit.

FAUQUIER COUNTY EMPLOYEE SERVICE AWARDS PROGRAM

The Board of Supervisors attended the Fauquier County Employee Service Awards Program.

The meeting was reconvened in Regular Session at 6:30 p.m. at Warrenton Community Center.

ADOPTION OF THE AGENDA

Mr. Winkelmann moved to adopt the agenda. Mr. Weeks seconded, and the vote for the motion was unanimous as follows:

<i>Ayes:</i>	<i>Mr. Harry Atherton; Mr. Joe Winkelmann; Ms. Sharon McCamy; Mr. Raymond E. Graham; Mr. Larry L. Weeks</i>
<i>Nays:</i>	<i>None</i>
<i>Absent During Vote:</i>	<i>None</i>
<i>Abstention:</i>	<i>None</i>

CITIZENS' TIME

- Russell Teal, Marshall District, thanked the Board members for their service for the past four years.
- Ralph Griffith, Cedar Run District, expressed concern about continued operation of a junkyard at Overlook Court in Catlett, and submitted a written list of complaints to the Board of Supervisors.
- Richard Blakely, Marshall District, stated he was spokesman for residents of Moss Hollow Road who were opposed to road improvements, and submitted a petition to the Board of Supervisors.
- Ed Palmer, Marshall District, spoke in favor of road improvements to Moss Hollow Road, and requested the project be left on the Virginia Department of Transportation Secondary Road 6-Year Plan.
- Janelle Hawkins, Marshall District, spoke in favor of improvements to Moss Hollow Road.
- Ann Masche, Marshall District, spoke in opposition to paving Moss Hollow Road.
- Robert Hinkel, Marshall District, spoke in opposition to paving, but favored pothole repair and minor improvements to Moss Hollow Road.

PROCLAMATIONS AND RECOGNITIONS

- Mr. Graham presented an award to John H. James, Jr. for Citizen of the Year for Cedar Run District.
- Ms. McCamy presented an award to Theresa Mullins for Citizen of the Year for Lee District.
- Mr. Atherton presented an award to Jack Flikeid for Citizen of the Year for Marshall District.
- Mr. Winkelmann presented an award to John E. Williams for Citizen of the Year for Center District.
- Mr. Weeks presented an award to Sheriff Joseph A. Higgs, Jr. for Citizen of the Year for Scott District.
- Mr. Atherton presented A Proclamation to Recognize Lt. Colonel Warren Jenkins for His Outstanding Service to the Citizens of Fauquier County Upon the Occasion of His Retirement from the Fauquier County Sheriff's Office.

CONSENT AGENDA

Mr. Winkelmann moved to adopt the following consent agenda items. Ms. McCamy seconded, and the vote for the motion was unanimous as follows:

Ayes: *Mr. Harry F. Atherton; Mr. Joe Winkelmann; Mr. Raymond E. Graham; Ms. Sharon Grove McCamy; Mr. Larry L. Weeks*
Nays: *None*
Absent During Vote: *None*
Abstention: *None*

Approval of the Minutes for the November 17, 2003 Regular Meeting of the Fauquier County Board of Supervisors

Chairman's Correspondence Review

A Resolution Authorizing the Establishment of a Career Ladder for Assistant County Attorneys Within the Office of the County Attorney

RESOLUTION

A RESOLUTION AUTHORIZING THE ESTABLISHMENT OF A CAREER LADDER FOR ASSISTANT COUNTY ATTORNEYS WITHIN THE OFFICE OF THE COUNTY ATTORNEY

WHEREAS, a need exists within the Office of the County Attorney to provide career opportunities as a means of assisting with retention of trained and experienced staff; and

WHEREAS, the County Attorney requests authorization to implement a career ladder for Assistant County Attorneys within the County Attorney's Office; and

WHEREAS, the career ladder would allow Assistant County Attorneys to advance to Senior Assistant County Attorneys as the following criteria are met:

Assistant County Attorney:

1. Juris Doctorate degree (JD) from an accredited law school; and
2. License to practice law in Virginia; and
3. Three years prior experience and/or training that includes local government law; and
4. Admission to practice in all Virginia Courts and before the United States Bankruptcy Court for the Eastern District of Virginia.

Senior Assistant County Attorney:

1. Juris Doctorate degree (J.D.) from an accredited law school; and
2. License to practice law in Virginia; and
3. Six years of prior experience in local government law; and

4. Admission to practice in all Virginia Courts.
5. A minimum of 72 hours of continuing legal education in the field of local government law or related legal area over the six year period, of which 12 hours must be in legal ethics; and
6. A rating of "Exceeds Standards" or higher on the most recent annual performance evaluation; or
7. Recommendation of the County Attorney and the approval of the County Administrator; now, therefore, be it

RESOLVED by the Fauquier County Board of Supervisors this 15th day of December 2003, That a career ladder program be, and is hereby, established for Assistant County Attorneys within the County Attorney's Office.

A Resolution Authorizing the Creation of a Full-Time Erosion and Sediment Specialist Position, a Full-Time Training Captain Position and the Conversion of a Full-Time Senior Eligibility Worker Position to a Part-Time Senior Eligibility Worker Position and a Part-Time Aide Position

RESOLUTION

A RESOLUTION AUTHORIZING THE CREATION OF A FULL-TIME EROSION AND SEDIMENT SPECIALIST POSITION, A FULL-TIME TRAINING CAPTAIN POSITION AND THE CONVERSION OF A FULL-TIME SENIOR ELIGIBILITY WORKER POSITION TO A PART-TIME SENIOR ELIGIBILITY WORKER POSITION AND A PART-TIME AIDE POSITION

WHEREAS, plan reviews and site inspections within Fauquier County have risen sharply due to the dramatic increase in the number of land development applications and subsequent land disturbing permits; and

WHEREAS, the John Marshall Soil and Water Conservation District office has requested a full-time Erosion and Sediment Specialist position to address associated work requirements; and

WHEREAS, the need for a full-time Training Captain position has been identified and requested by the Department of Fire and Emergency Services and the Volunteer Fire and Rescue Association; and

WHEREAS, currently, the workload of the Eligibility Determination staff of the Adult Services team of the Department of Social Services (DSS) is stable; however, the Adult Services workload continues to increase; and

WHEREAS, the retirement of a long term employee within DSS provides an opportunity to split a position into a part-time Senior Eligibility Worker and a part-time Aide position to assist with workload demands; now, therefore, be it

RESOLVED by the Fauquier County Board of Supervisors this 15th day of December 2003, That the positions of full-time Erosion and Sediment Specialist and full-time Training Captain be, and are hereby, created effective December 15, 2003; and, be it

RESOLVED FURTHER, That the position of full-time Senior Eligibility Worker be, and is hereby, converted to a part-time Senior Eligibility Worker position and a part-time Aide position, effective December 15, 2003.

A Resolution to Authorize the Form and Execution of Leases at the Warrenton-Fauquier Airport for T-Hangars and Tie-Downs and to Approve an Increase in Fees

RESOLUTION

A RESOLUTION TO AUTHORIZE THE FORM AND EXECUTION OF LEASES AT THE WARRENTON-FAUQUIER AIRPORT FOR T-HANGARS AND TIE-DOWNS AND TO APPROVE AN INCREASE IN FEES

WHEREAS, the Fauquier County Airport Committee has reviewed and revised the standard lease document for leasing hangar space and tie-downs; and

WHEREAS, the Airport Committee has recommended that new lease fees be established for T-Hangars, as indicated below:

	Current Rate	Recommended Rate
T-Hangar Middle Units	\$ 220.00	\$ 230.00
T-Hangar End Units	\$ 260.00	\$ 270.00

; now, therefore, be it

RESOLVED by the Fauquier County Board of Supervisors this 15th day of December 2003, That the Assistant County Administrator be, and is hereby, authorized to execute T-Hangar and tie-down leases utilizing the attached lease form, and that the monthly lease rate for middle T-Hangar units shall be \$230.00 per month, and the monthly lease rate for end T-Hanger units shall be \$270.00.

WARRENTON-FAUQUIER AIRPORT

Hangar/Tie-down Lease Agreement

THIS AGREEMENT is entered into this _____ day of _____, _____, by and between The County of Fauquier, Virginia (herein further called the "Lessor"), and

a(n) _____ individual(s)/ corporation/partnership/LLC (herein further called the "Lessee"), whose address is/principal office is located at

Telephone: _____ (Home)
_____ (Office)
_____ (Cell)

Email: _____

IN WITNESS WHEREOF, in consideration of the premises, the mutual covenants contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. **Lease of Hangar / Tie-down**. Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor hangar/tie-down _____ (the "Leased Premises"), located at Warrenton-Fauquier Airport, Fauquier County, Virginia for the purpose of storing/parking the following aircraft (herein called "the Aircraft"), owned by and registered to Lessee in accordance with applicable Federal and Commonwealth of Virginia regulations.

Aircraft Make _____
Aircraft Model _____
Aircraft Year _____
Aircraft Registration Number _____
Registration Organization (e.g. USAA, EAA), if not registered by the
FAA _____
Aircraft Serial Number _____

In the event of a change in contact information, registration or replacement of the Aircraft, Lessee agrees to notify Lessor and update the above information within thirty (30) days. Lessee accepts the Leased Premises in its present condition.

2. **Use of Leased Premises**. The Leased Premises shall only be used for the storage of the Aircraft, necessary auxiliary equipment, and necessary materials and tools for authorized maintenance of the Aircraft, as provided in Paragraph 15. The use of the Leased Premises for operating a business is strictly prohibited, unless approved in advance by the Airport Committee and County Administrator. Lessee will be allowed to park his/her car used for transportation to/from the Airport in/on the Leased Premises during such time that Lessee is using the Aircraft for normal aviation purposes. Lessee shall not alter or attach fixtures to the Leased Premises without prior approval from the Airport Manager.
3. **Term**. Subject to earlier termination as provided below in this agreement, this agreement shall begin on _____ and end on _____. This Lease Agreement shall be automatically renewed for additional one-year terms, unless Lessee or Lessor

terminates the Lease Agreement in conformance with the provisions of Paragraphs 4, 7 or 8.

4. **Termination.** Either party may terminate this agreement with thirty (30) days prior written notice.
5. **Fees.** Lessee agrees to pay Lessor _____ Dollars (\$_____) per month. Rent is payable in advance at the Office of the Airport Manager or that of the Fauquier County Administrator and is due and payable upon signature of this agreement. Subsequent rent is payable on or before the first business day of the month. Rent payments received after the 10th of any month will be subject to a 10% delinquency fee. Returned checks are subject to the terms of the current Fauquier County policy. The County may change the rent amount with ninety (90) days prior written notice. Such rent change will be effective on the first of the month subsequent the ninety (90) day notice period.
6. **Payment of Taxes.** Any and all real estate taxes annually assessed by the Commissioner of the Revenue as a result of the lease of the hangar space or tie-down which is the subject of this lease shall be due and payable by the lessee leasing the space or tie-down as of May 1st to the Lessor no later than the 30th day of May. Upon receipt of any payment under this section the Lessor shall forward said funds to the Fauquier County Treasurer as payment of real estate taxes for that year. If the hangar space or tie-down is not leased as of May 1st the obligation to pay any taxes due shall be allocated as follows: (1) any lessee leasing the space or tie-down after May 1st of the tax year; or (2) if not leased from May 1 through December 31st of the lease year then the obligation shall fall to any lessee leasing the space or tie-down from January 1st through April 30th of the lease year.
7. **Right of Ingress and Egress.** Lessee shall have at all times the right of ingress to and egress from the Leased Premises. To ensure this right, Lessor shall make all reasonable efforts to keep adjacent areas to the Leased Premises free and clear of all hazards and obstructions, natural or manmade, except that Lessee agrees to be responsible for snow removal from the paved apron between his/her/its hanger door and taxiway.
8. **Services, Maintenance, and Repairs to the Leased Premises (Hangar or Tie-down).** Lessor shall provide the tie-down ropes/chains and ground anchors for leased tie-downs. Lessor shall provide light and electricity to leased hangers. Lessor shall be responsible for all maintenance/repairs to the Leased Premises, including the hangar doors, except when necessitated by the negligence or willful misconduct of Lessee, its agents, employees or guests. The responsible party shall conduct such maintenance/repairs with due diligence at its own cost. If the maintenance/repairs are the responsibility of Lessee, the rent shall not be abated during the period of maintenance/repairs. If the maintenance/repairs are the responsibility of Lessor and the damage renders the Leased Premises untenantable, Lessor agrees to provide replacement premises, if available, for the duration of the repairs. If a replacement premises is not available for a period of five (5) days or more, the rent shall be abated during the entire period of untenability. If

the maintenance/repairs are the responsibility of the Lessor and the damage renders the Leased Premises untenable for ten (10) days or more, Lessee shall have the option to terminate this agreement by immediately notifying Lessor in writing of this election. If the Leased Premises is rendered untenable, and Lessor elects not to repair it, this Lease Agreement shall terminate.

9. **Default.** If Lessor defaults in the performance of its duties or obligations as required under the terms of this agreement, and if Lessor fails to remedy any such default in a manner reasonably satisfactory to Lessee within ten (10) days following receipt of Lessee's written notice to remedy said default, Lessee may immediately terminate this agreement with written notice to Lessor. If Lessee defaults in the performance of its duties or obligations as required under the terms of this agreement, and if Lessee fails to remedy any such default in a manner reasonably satisfactory to Lessor within ten (10) days following receipt of Lessor's written notice to remedy said default, Lessor may immediately terminate this agreement with written notice to Lessee. In such case, ten (10) days after notice of the intent to remove the Aircraft has been sent to Lessee at the address in this lease, Lessor shall have the right to enter the Hangar / Tie-down Space, remove the Aircraft and other property of Lessee, store the Aircraft at an aircraft tie down location, store other property in a suitable location as determined by the Lessor, charge Lessee for the storage at the then-current transient tie down rates for aircraft and at prevailing commercial storage rates for all other property, and immediately re-let the Leased Premises. In such case, Lessee shall be deemed to have abandoned any and all rights to the Leased Premises. Lessee agrees that neither Lessor, its agents, officers or employees shall be in any way responsible for any loss or damage to the Aircraft or other property, except for any loss or damage resulting from the direct negligence of Lessor, its agents, officer, or employees. Lessor shall have the right to place a lien on the Aircraft for the unpaid rent and other charges. In such case, this lease agreement shall terminate immediately, and Lessee will be liable for all past due rent and other charges including damages to the premises; for all expenses to prepare the Hangar Space for leasing, and for court costs and reasonable attorneys' fees.
10. **Operation of the Aircraft.** Lessee is responsible for operating the Aircraft on the Airport in accordance with the applicable Federal Aircraft Regulations, approved waivers/exemptions, and the code of the Commonwealth of Virginia.
11. **Airport Rules and Regulations.** Lessee agrees to comply with the Warrenton-Fauquier County Airport Rules, Regulations, and Minimum Standards. Lessee will receive written notice of any change to the Rules, Regulations, and Minimum Standards at least sixty (60) days prior to their effective date.
12. **Surrender of Possession.** On the expiration or other termination of this agreement, Lessee's rights to use of the Leased Premises shall cease and Lessee shall vacate the Leased Premises without unreasonable delay. Lessee shall leave the Hangar Space in the same condition as when received, ordinary wear and tear accepted. Lessee shall be liable for any and all damage to the Leased Premises caused by Lessee's improper or negligent operation. Except as otherwise provided in this agreement, all fixtures, improvements,

equipment and other property bought, installed, erected or placed in the Leased Premises by Lessee shall remain the property of the Lessee. Lessee shall have the right to remove these fixtures, improvements, equipment and other property prior to the expiration or termination of this agreement, however, Lessee shall be responsible for any damage caused by such removal. Title to fixtures, improvements, equipment and other property not removed as of the expiration or termination of this agreement, shall vest in Lessor. If Lessee fails to regularly store the Aircraft in the Leased Premises, without prior approval of the Lessor, Lessee shall be deemed to have terminated the lease and to have vacated the premises.

13. **Liability of Parties.** Lessor and Lessee shall each be responsible for its own negligence or willful misconduct. Lessor shall not be liable for its failure to perform this Agreement or for any loss, injury, damage or delay of any nature whatsoever resulting from or caused by any Act of God, fire, flood, accident, strike, labor dispute, riot, insurrection, war or any other cause beyond Lessor's control.
14. **Insurance.** Lessee shall maintain insurance of such types and in such amounts not less than those required by the Code of Virginia, Title 5.1, Chapter 8.1, §88.2: and Title 5.1, Chapter 1, §9.5; insuring against liability for damage or loss to the Aircraft or other property, and against liability for personal injury or death, arising from acts or omissions of Lessee, its agents and employees. Prior to the effective date of this agreement, Lessee shall provide Lessor with a certificate issued by the insurance company showing proof of such insurance and a minimum of a thirty (30) day notice of cancellation. Lessee shall notify Lessor in writing of any change in the insurance coverage and will do so by US Postal Service or facsimile to either the Airport Manager or County Administrator prior to or immediately upon the effective date of the change. Lessee shall immediately, by US Postal Service or facsimile to either the Airport Manager or County Administrator, provide Lessor an insurance company issued certificate proof of insurance upon each anniversary of the renewal of that insurance.
15. **Inspection of Hangars.** Lessor, with prior notice to Lessee, may enter and inspect the Leased Premises for the purpose of ensuring Lessee's compliance with its obligations under this agreement, repairs, improvements, or other inspection. Lessor will be held responsible for any theft or damage to Lessee's property should Lessor fail to properly secure the Leased Premises upon completion of the inspection. In the event of an emergency, Lessor may enter the Leased Premises without prior notice to Lessee. Lessor shall store keys, lock combinations, and other means used for access to leased hangars in an appropriate controlled environment. Lessee shall insure that the County or its representative has access to the Leased Premises at all times. Lessor shall maintain a record of lessor's access to the Leased Premises to include a minimum of the date, time, name of the person entering the hangar and the reason for such entry. The record of entries shall be maintained in the possession of the Airport Manager and available for inspection by Lessee.
16. **Maintenance on the Aircraft in Hanger.** Pursuant to FAA Order 5190.6A, 'Airport Compliance Requirements', Lessee, with its own equipment and employees or agents,

shall be allowed to perform maintenance on the Aircraft within the Leased Premises, provided that it is not done in a manner that would be unsafe, unsightly, or detrimental to the efficient use of the Airport facilities by others. Lessee will dispose of used oil only at facilities that accept used motor oil for recycling. Spray painting (except minor touch-up), paint stripping, and fabric recovering / patching with nitrate dopes, shall require prior approval from the Airport Manager. At no time shall an aircraft engine(s) be started in a leased hangar.

17. **Storage of Hazardous Materials.** Hazardous materials, as defined by the US EPA or Virginia DEQ, shall not be stored in/on the Leased Premises, subject to the following exceptions: A maximum of 5 gallons of fuel stored in a UL approved metal container is permitted for powering of aircraft auxiliary equipment. Small quantities of common solvents, lubricants, and other materials customarily used for aircraft maintenance are permitted to be stored in the leased hangar provided they are in approved containers and stored in compliance with applicable fire codes, government regulations, and Fauquier County ordinances. Aircraft shall not be fueled or de-fueled while inside a leased hangar. Lessee shall be responsible for hazmat cleanup if a spill is caused by the negligence or willful misconduct of Lessee, its agents, employees, or guests.
18. **Assignment, Subletting, and Aircraft Ownership.** This agreement may not be transferred or assigned without written authorization signed by Lessor and Lessee before such reassignment or subletting becomes effective. Lessee may not sublet the Leased Premises without the written consent of the Lessor and such consent shall not be unreasonably withheld. The parking of any aircraft not named in Paragraph 1, or for which Lessee is not the registered owner, for more than an aggregate total of 15 days during the lease period, without prior written approval from Lessor, is prohibited.
19. **Notice.** All notices and requests required or authorized under this agreement in connection with default or non-compliance with the terms or obligations under this lease agreement shall be in writing and sent by certified mail, return receipt requested, to the address for that party as stated in the beginning of this agreement. The date on which any such notice is received by the addressee shall be deemed the date of notice. All other routine written notices and requests may be sent by US Postal Service, FAX, or e-mail. Should either party change addresses, telephone, or e-mail contact information, that party shall notify the other party within five (5) days of such change.
20. **Governing Law.** This agreement is a contract executed under and to be construed under the laws of the Commonwealth of Virginia and the County of Fauquier, therein.
21. **Attorney Fees.** In the event any action is filed in relation to this agreement, each party shall be responsible for his/her/its own attorney's fees.
22. **Waiver.** Either party's failure to enforce any provision of this agreement against the other party shall not be construed as a waiver thereof so as to excuse the other party from future performance of that provision or any other provision.

23. **Severability.** The invalidity of any portion of the agreement shall not affect the validity of the remaining portions thereof.
24. **Paragraph Headings.** The headings to the paragraphs to this agreement are solely for convenience and may have no substantive effect on the agreement nor are they intended to aid in the interpretation of the agreement.
25. **Subordination of Agreement.** This agreement shall be subordinate to the provisions of any existing or future agreement between the Lessor and the United States relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the Airport.
26. **Entire Agreement.** This agreement constitutes the entire agreement between the parties. No statements, promises, or inducements made by any party to this agreement, or any agent or employees of either party, which are not contained in this written contract, shall be valid or binding. This agreement may not be enlarged, modified, or altered except in writing signed by the parties.
27. **Agent for the Lessor.** In all routine matters governed by or concerning this Lease, the Airport Manager shall be considered an Agent of the Lessor.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

LESSOR (Signature)
Assistant County Administrator
County of Fauquier

LESSEE (Signature)

WITNESS (Signature)

WITNESS (Signature)

WITNESS (Print Name)

WITNESS (Print Name)

A Resolution to Authorize a Contract Extension with General Excavation, Inc. for Work at the Warrenton-Fauquier Airport

RESOLUTION

A RESOLUTION TO AUTHORIZE A CONTRACT EXTENSION WITH GENERAL EXCAVATION, INC. FOR WORK AT THE WARRENTON-FAUQUIER AIRPORT

WHEREAS, General Excavation, Inc. has undertaken Phase One Improvements at the Warrenton-Fauquier Airport; and

WHEREAS, Fauquier County has been awarded State and Federal funding for Phase Two work of the runway improvement project; and

WHEREAS, General Excavation, Inc. has performed well and is on schedule to complete Phase One improvements in accordance with contract documents; and

WHEREAS, Fauquier County has, pursuant to Virginia Code Section 2.2-4309, negotiated a modification of its contract with General Excavation, Inc. to complete the Phase Two work; now, therefore, be it

RESOLVED by the Fauquier County Board of Supervisors this 15th day of December 2003, That the County Administrator be, and is hereby, authorized to execute a modification of the current contract to increase the current contract with General Excavation, Inc. by the amount of \$4,899,153 to complete Phase Two Runway Improvement work at the Warrenton-Fauquier Airport.

A Resolution Expressing Intent of the Fauquier County Board of Supervisors to Cooperate with Culpeper County in the Installation and Operation of Their Respective E-911 Emergency Communications Systems

RESOLUTION

A RESOLUTION EXPRESSING INTENT OF THE FAUQUIER COUNTY BOARD OF SUPERVISORS TO COOPERATE WITH CULPEPER COUNTY IN THE INSTALLATION AND OPERATION OF THEIR RESPECTIVE E-911 EMERGENCY COMMUNICATIONS SYSTEMS

WHEREAS, Fauquier County is in the process of completing installation of a Motorola multisite, simulcast, trunked E-911 emergency communications system to provide state-of-the-art emergency communications capability in the 800 MHz range within the County; and

WHEREAS, Culpeper County also desires to install and operate a state-of-the-art E-911 communications system in the 800 MHz range within Culpeper County; and

WHEREAS, pursuant to existing mutual aid agreements, Culpeper County emergency forces provide a significantly higher annual number of mutual aid runs into Fauquier County than into any of the other surrounding counties; and

WHEREAS, since September 11, 2001, interoperability between and among diverse jurisdictions in the operation of their emergency communications systems is among the highest priorities in selecting such a system; and

WHEREAS, Culpeper County has posted public notice to also obtain by sole source procurement a Motorola multisite, simulcast, trunked E-911 emergency communications system which will (1) allow maximum interoperability with Fauquier County and other jurisdictions in Northern Virginia, (2) allow totally compatible back-up emergency communications services between the two Counties, and (3) achieve the foregoing with maximum efficiency and at minimum cost; now, therefore, be it

RESOLVED by the Fauquier County Board of Supervisors this 15th day of December 2003, That Fauquier County expresses its intent to cooperate with Culpeper County in the installation and operation of their respective new E-911 emergency communications systems in order to achieve maximum interoperability and compatible back-up with maximum efficiency and at minimum cost. The details of this cooperation may be expressed in a subsequent agreement between the two Counties.

A Resolution to Endorse the Establishment of Fauquier Welcome Centers at the Raymond Farm Property, Monroe Park in Goldvein, and the Old Salem Meeting House in Marshall

RESOLUTION

A RESOLUTION TO ENDORSE THE ESTABLISHMENT OF FAUQUIER COUNTY
WELCOME CENTERS AT THE RAYMOND FARM PROPERTY, MONROE PARK IN
GOLDVEIN AND THE OLD SALEM MEETING HOUSE IN MARSHALL

WHEREAS, the Fauquier County Board of Supervisors supports the economic importance of a strong and vital tourism industry that serves all of Fauquier County; and

WHEREAS, the Fauquier County Board of Supervisors supports the establishment of strategically located Welcome Centers to support countywide tourism efforts; now, therefore, be it

RESOLVED by the Fauquier County Board of Supervisors this 15th day of December 2003, That the Board of Supervisors does hereby endorse the establishment of Fauquier County Welcome Centers at the Raymond Farm property on Route 29 and Route 605, Monroe Park in Goldvein, and the Old Salem Meeting House in Marshall.

A Resolution to Amend the Board of Supervisors' Legislative Proposals for the 2004 General Assembly

RESOLUTION

 A RESOLUTION TO AMEND THE BOARD OF SUPERVISORS'
LEGISLATIVE PROPOSALS FOR THE 2004 GENERAL ASSEMBLY

WHEREAS, Fauquier County has a variety of issues and interests which require legislative action by the Virginia General Assembly; and

WHEREAS, the Virginia Association of Counties (VACo) has requested submission of such legislative proposals for consideration in the 2004 VACo Legislative Program; and

WHEREAS, from time to time the Board of Supervisors may amend its Legislative Program to include additional legislative priorities and issues; now, therefore, be it

RESOLVED by the Fauquier County Board of Supervisors this 15th day of December 2003, That the Board of Supervisors' 2004 Legislative Program be, and is hereby, amended as follows:

LEGISLATIVE PRIORITIES:

- Adequate Public Facilities - Fauquier County supports Adequate Public Facilities legislation, which would permit high growth localities, as part of their subdivision or zoning ordinance, to determine whether public facilities are adequate to support the services which will be required by the proposed subdivision or rezoning.
- Impact Fees - Fauquier County continues to support legislation that would allow localities the option to assess impact fees for School Construction and other essential government services in lieu of voluntary cash proffers.
- School Funding - Fauquier County supports the full funding of the State's share of the Standards of Quality, full funding of any categorical educational mandate, including pay raises, and full funding of the State's portion of the Standards of Learning relating to instructional technology. Fauquier County also supports increased funding for School Construction.
- Cost of Competing - Fauquier County respectfully requests that those State legislators representing Fauquier County introduce legislation to incorporate Fauquier County into the Cost of Competing School Funding Formula.
- Local Revenue Authority - Fauquier County opposes any measure that would eliminate or reduce any local government revenue authority.
- Local Government Zoning and Land Use Authority - Fauquier County opposes any further dilution of the zoning and land use regulatory authority of local governments.

- Revenue Sharing - Fauquier County strongly supports any legislative proposal that results in the State sharing a portion of its income tax revenues (within its existing rate structure) with localities, and which provides local flexibility in determining how it should be used.
- Increased Local Authority - Fauquier County supports legislation to provide for increased local authority in planning, zoning and revenue matters through a statutory relaxation of the Dillon Rule. However, the relaxation of the Dillon Rule should not be accompanied by a shift of responsibility for various programs from the State government to local government.
- Purchase of Development Rights - Fauquier County supports increased State funding for the purchase of conservation easements and other land conservation needs.
- Transfer Tax - Fauquier County supports legislation that would enable counties and cities, through local option, to enact a real estate transfer tax.
- Land Use Taxation - Fauquier County supports legislation that would lengthen the Use Value Taxation roll-back period to at least ten years.
- Affordable Housing - The Board of Supervisors respectfully requests that those State legislators representing Fauquier County introduce legislation to include Fauquier under the provisions of Section 15.2304 of the Code of Virginia, which would enable Fauquier County to require affordable housing.
- Water Resources Planning - Fauquier County supports a comprehensive study of the Commonwealth's surface and groundwater resources.
- Land Use Taxation - Fauquier County supports legislation that would allow local governments the option of excluding commercial, industrial, and/or residentially zoned properties from the Land Use Taxation Program. Fauquier County further supports the local option to exclude properties within designated service districts as may be contained within a locality's Comprehensive Plan.

LEGISLATIVE POSITIONS

- Full Funding of the State Aid Formula for Public Libraries - State aid is currently funded at sixteen million dollars. Twenty-three million dollars will be needed in each year of the biennium to fully fund the state aid formula. The Board of Supervisors supports restoration of full funding over two bienniums with the two million dollars added to the base each year for the next four years.
- Increased Funding of State Library Technology Plan - The Board of Supervisors supports two million five hundred thousand dollars in each year of the biennium to license a core collection of full text electronic resources used by patrons of all Virginia public libraries.

- Northern Virginia Differential - The Board of Supervisors respectfully requests those State legislators representing Fauquier County introduce legislation to extend the Northern Virginia to all state employees working within the County.

<p>Proposed Addition to the 2004 Legislative Priorities Presented for Board of Supervisors Consideration December 15, 2003:</p>
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Personal Property Tax – Fauquier County supports a legislative proposal that would, at local option, include privately owned trailers that are designed and used for the transportation of all livestock in the same classification as horse trailers and privately owned recreational travel and camping trailers for purposes of assessing such personal property.

A Resolution to Support and Implement the Findings and Recommendations of the Virginia Department of Transportation Safety Improvement Plan for Crossovers Along U.S. Routes 17, 15, 29, & 211 in Fauquier County, Virginia

RESOLUTION

A RESOLUTION TO SUPPORT AND IMPLEMENT THE FINDINGS AND
RECOMMENDATIONS OF THE VIRGINIA DEPARTMENT OF TRANSPORTATION
SAFETY IMPROVEMENT PLAN FOR CROSSOVERS ALONG U.S. ROUTES 17, 15, 29, &
211 IN FAUQUIER COUNTY, VIRGINIA

WHEREAS, the Fauquier County Transportation Committee requested that the Virginia Department of Transportation (VDOT) initiate a safety assessment of the existing crossover locations along the entire length of Route 29 in Fauquier County from Culpeper County to Prince William County; and

WHEREAS, VDOT conducted an assessment of the crossovers along Route 29 and prepared a series of recommendations in a report entitled *Virginia Department of Transportation Safety Improvement Plan for Crossovers Along U.S. Routes 17, 15, 29, & 211 in Fauquier County, Virginia*; and

WHEREAS, the Fauquier County Board of Supervisors is concerned about traffic safety along Route 29; and

WHEREAS, on October 29, 2003, Fauquier County's Transportation Committee recommended approval of the *Virginia Department of Transportation Safety Improvement Plan for Crossovers Along U.S. Routes 17, 15, 29, & 211 in Fauquier County, Virginia*; and

WHEREAS, the Board of Supervisors recommends that the *Virginia Department of Transportation Safety Improvement Plan for Crossovers Along U.S. Routes 17, 15, 29, & 211 in Fauquier County, Virginia* be used as a stand-alone planning document, as well as being included in future transportation planning documents as they are adopted; now, therefore be it

RESOLVED by the Fauquier County Board of Supervisors this 15th day of December 2003, That the *Virginia Department of Transportation Safety Improvement Plan for Crossovers Along U.S. Routes 17, 15, 29, & 211 in Fauquier County, Virginia*, be, and is hereby, supported and the County Administrator is hereby directed to implement this Plan.

A Resolution to Authorize Community Development to Pursue a Cost Estimate to Repair Wade Court in the Scott Magisterial District for Acceptance into the Secondary System of State Highways

RESOLUTION

A RESOLUTION TO AUTHORIZE COMMUNITY DEVELOPMENT TO PURSUE A COST ESTIMATE TO REPAIR WADE COURT IN THE SCOTT MAGISTERIAL DISTRICT FOR ACCEPTANCE INTO THE SECONDARY SYSTEM OF STATE HIGHWAYS

WHEREAS, on February 16, 1988, the County approved a final plat for Auburn Mill Estates Subdivision, Phase 5; and

WHEREAS, the February 16, 1988 plat dedicated 0.9415 acres to public street use to allow Wade Court to be accepted into the Secondary System of State Highways; and

WHEREAS, the Fauquier County Subdivision Ordinance required the construction or bonding for construction of the street improvements prior to recordation of the final plat; and

WHEREAS, a Developer's Agreement was executed and a bond was posted on September 16, 1988 and the subdivision was put to record on January 25, 1989; and

WHEREAS, the bond expired on September 16, 1989, and was never re-posted; and

WHEREAS, lack of maintenance has resulted in the road deteriorating to the point that it is no longer eligible for Virginia Department of Transportation (VDOT) acceptance into the Secondary System of State Highways; and

WHEREAS, the Virginia Department of Transportation is not able to assist the County in improving the road; now, therefore, be it

RESOLVED by the Fauquier County Board of Supervisors this 15th day of December 2003, That the Department of Community Development be, and is hereby, authorized to pursue a cost estimate from a construction administration and management firm currently under contract with the County to repair Wade Court for acceptance into the Secondary System of State Highways; and, be it

RESOLVED FURTHER, That the Board of Supervisors hereby requests the Virginia Department of Transportation to assist the County in determining the items that need to be completed to bring the road up to the standards required for acceptance; and, be it

RESOLVED FINALLY, That a certified copy of this resolution be forwarded to the Resident Engineer for the Virginia Department of Transportation.

A Resolution to Acknowledge the Necessity for Private Street Access to Bealeton Station Apartments

RESOLUTION

A RESOLUTION TO ACKNOWLEDGE THE NECESSITY FOR PRIVATE STREET ACCESS TO BEALETON STATION APARTMENTS ON WILLOW DRIVE

~~(ENTER THE HEADING HERE IN ALL CAPS) (THE HEADING SHOULD BRIEFLY DESCRIBE THE TOPIC AND/OR PURPOSE OF THE RESOLUTION AND FOLLOW THE THEME PRESENTED IN THE "RESOLVED" CLAUSE)~~

WHEREAS, the Willow Drive entranceway to Bealeton Station Apartments was initially planned to be a public street connecting to Remington Road through an underpass under the Route 17 bridge~~(enter text of the first preamble here)(the first letter of the preamble is not capitalized)(include first sequence of information to support actions proposed); and~~

WHEREAS, the Special Exception Conditions to Bealeton Station Apartments were amended by SEA00-L-03 to substitute a pedestrian access under Route 17 to Remington Road because the construction of the road under Route 17 was not feasible~~(enter text of second preamble here)(the first letter of the preamble is not capitalized)(include second sequence of information to support actions proposed); and~~

WHEREAS, the Virginia Department of Transportation will not accept the portion of Willow Drive which serves Bealeton Station Apartments and is no longer contemplated as a public street; and

WHEREAS, the site plan and other recorded documents related to Bealeton Station Apartments continue to reflect the future dedication of public right-of-way on this portion of the property,~~(enter text of last preamble here)(the first letter of the preamble is not capitalized)(include last sequence of information to support actions proposed); now, therefore, be it~~

RESOLVED by the Fauquier County Board of Supervisors this 15th day~~day~~ of month December 20023, That ~~(state action to be taken here)(follow the theme presented in the heading and preambles and specify actions directed or requested by the Board)~~ the Board acknowledges that the portion of right-of-way solely serving Bealeton Station will not be dedicated to public use, but will be privately maintained by the property owner; and, be it

RESOLVED FURTHER, That the County Administrator be, and is hereby, authorized to execute any document necessary to reflect the change in status of the entrance to Bealeton Station Apartments.

A Resolution to Reconsider the Previous Adoption of a Resolution to Amend the Board of Supervisors' Policy Relating to the Allocation of Revenue from the Construction and Demolition Debris Landfill

RESOLUTION

A RESOLUTION RECONSIDERING THE PREVIOUS ADOPTION OF A RESOLUTION TO AMEND THE BOARD OF SUPERVISORS' POLICY RELATING TO THE ALLOCATION OF REVENUE FROM THE CONSTRUCTION AND DEMOLITION DEBRIS LANDFILL

WHEREAS, on November 17, 2003, the Fauquier County Board of Supervisors adopted a resolution to amend the Board of Supervisors' policy relating to the allocation of revenue from the construction and demolition debris landfill, a copy of which resolution is contained in the November 17, 2003 Minutes of the Board of Supervisors; and

WHEREAS, the Board of Supervisors has received a request from the Mayor of the Town of Warrenton to reconsider the aforesaid action; and

WHEREAS, by the adoption of this resolution, the Board has determined it is appropriate to reconsider its action taken on November 17, 2003, to amend the Board of Supervisors' policy relating to the allocation of revenue from the construction and demolition debris landfill; now, therefore, be it

RESOLVED by the Fauquier County Board of Supervisors this 15th day of December 2003, That the adoption of a resolution on November 17, 2003 to amend the Board of Supervisors' policy relating to the allocation of revenue from the construction and demolition debris landfill be, and is hereby, reconsidered; and, be it

RESOLVED FURTHER, That the Clerk to the Board of Supervisors is hereby directed to note in the November 17, 2003 Minutes of the Board that the November 17, 2003 resolution was reconsidered; and, be it

RESOLVED FINALLY, That the November 17, 2003 resolution to amend the Board of Supervisors' policy relating to the allocation of revenue from the construction and demolition debris landfill be, and is hereby, declared null and void.

A RESOLUTION EXTENDING THE REVIEW PERIOD FOR DOMINION TRANSMISSION INC.'S PROPOSED COMPRESSOR FACILITY

Mr. Atherton moved to adopt the following resolution. Mr. Graham seconded, and the vote for the motion was unanimous as follows:

<i>Ayes:</i>	<i>Mr. Harry Atherton; Mr. Joe Winkelmann; Ms. Sharon McCamy; Mr. Raymond E. Graham; Mr. Larry L. Weeks</i>
<i>Nays:</i>	<i>None</i>
<i>Absent During Vote:</i>	<i>None</i>

Abstention:

None

RESOLUTION

A RESOLUTION EXTENDING THE REVIEW PERIOD FOR DOMINION TRANSMISSION INC.'S PROPOSED COMPRESSOR FACILITY

WHEREAS, on November 4, 2003, Fauquier County received official notice of Dominion Transmission, Inc.'s (DTI) intention to acquire a 30.63 acre portion of the 282.5 acre property owned by Lewis J. and Martha M. Bender, which is located in the Southern Fauquier Agricultural and Forestal District; and

WHEREAS, the Code of Virginia, Section 15.2-4313, sets forth a specific procedure which must be followed by a public service corporation proposing to acquire more than one acre of land within an Agricultural and Forestal District and this procedure requires that notice be given to the County, and that the Board of Supervisors determine the following:

- (i) The effect the action would have upon the preservation and enhancement of agriculture and forestry and agricultural and forestal resources within the district and the policies set forth in the Code of Virginia; and
- (ii) The necessity of the proposed action to provide service to the public in the most economical and practicable manner; and
- (iii) Whether reasonable alternatives to the proposed action are available that would minimize or avoid any adverse impacts on agricultural and forestal resources within the district; and

WHEREAS, the Code of Virginia, Section 15.2-4313, further provides that the Board of Supervisors has 90 days to determine whether the proposed action might have an unreasonable effect upon either state or local policy, and may issue an order within the 90 days directing the public utility to not proceed with action for an additional period of 60 days so that the County may hold a public hearing and further review the proposal; and

WHEREAS, the Code of Virginia, Section 15.2-4313, further provides that this decision be made by the Board of Supervisors in consultation with the Agricultural and Forestal District Advisory Committee and the Planning Commission; and

WHEREAS, on November 5, 2003, the Agricultural and Forestal Advisory Board met to review the proposal and recommended that the Board extend the period of review to gather additional information and to accommodate a full review and public hearing for the proposal; and

WHEREAS, on November 20, 2003, the Planning Commission reviewed the proposal and recommended that the Board extend the period of review to accommodate a full review and public hearing for the proposal; and

WHEREAS, on December 15, 2003, the Fauquier County Board of Supervisors discussed the potential impacts of the proposed facility and determined that additional review was necessary in order to determine whether the proposal might have impacts upon the County's agricultural and forestal resources; now, therefore, be it

RESOLVED by the Fauquier County Board of Supervisors this 15th day of December 2003, That the County is extending the review period for the Dominion Proposal from 90 days to 150 days, until March 30, 2004, so that the County may hold a public hearing and further review of the proposed facility; and, be it

RESOLVED FURTHER, That a copy of this resolution be sent to Dominion Transmission, Inc.

A RESOLUTION TO ADOPT THE 2004-2005 THROUGH 2009-2010 SECONDARY ROAD SIX-YEAR PLAN AND THE 2004-2005 FISCAL YEAR BUDGET

On November 17, 2003, a joint public hearing was held with the Board of Supervisors and Resident Engineer for the Virginia Department of Transportation to receive public comment on the proposed Secondary System Construction Program for Fiscal Years 2004-2005 through Fiscal Years 2009-2010, and the Board voted to table a decision until December 15, 2003. Mr. Atherton moved to amend the Secondary System Construction Program by removing Moss Hollow Road from the Six-Year Plan, and to adopt the following resolution. Ms. McCamy seconded, and the vote for the motion was unanimous as follows:

<i>Ayes:</i>	<i>Mr. Harry Atherton; Mr. Joe Winkelmann; Ms. Sharon McCamy; Mr. Raymond E. Graham; Mr. Larry L. Weeks</i>
<i>Nays:</i>	<i>None</i>
<i>Absent During Vote:</i>	<i>None</i>
<i>Abstention:</i>	<i>None</i>

RESOLUTION

A RESOLUTION TO ADOPT THE 2004-2005 THROUGH 2009-2010 SECONDARY ROAD SIX-YEAR PLAN AND THE 2004-2005 FISCAL YEAR BUDGET

WHEREAS, the 2004-2005 thru 2009-2010 Secondary Construction Six-Year Plan and the 2004-2005 Fiscal Year Budget for Fauquier County were duly advertised for public hearing and said public hearing was held on November 17, 2003, and the items brought forth at the public hearing were duly considered; and

WHEREAS, on October 29, 2003, Fauquier County's Transportation Committee recommended adoption of the Secondary Road Six-Year Plan for 2004-2005 through 2009-2010 transportation priorities, which are outlined herein; now, therefore, be it

RESOLVED by the Fauquier County Board of Supervisors this 15th day of December 2003, That the 2004-2005 thru 2009-2010 Secondary Construction Six-Year Plan and the 2004-2005 Fiscal Year Budget be, and are hereby, adopted as follows:

<u>Priority No.</u>	<u>Magisterial District</u>	<u>Route No.</u>	<u>PPMS No.</u>	<u>Route Name</u>	<u>Description of Work</u>
1.	Cedar Run	0779	15422	Turkey Run Road	Reconstruct Roadway
2.	Cedar Run	0612	52234	Tacketts Mill Road	Improve Sight Distance (HES Project)
3.	Marshall	0748	55126	Eskridges Lane	Reconstruct Roadway
4.	Cedar Run	0811	52238	Windwright Lane	Reconstruct Roadway
5.	Marshall	0798	58119	Dulins Ford Road	Reconstruct Roadway
6.	Center/Scott	0605	11216	Dumfries Road	Construct Turning Lane
7.	Marshall	0770	11176	Putnam Mill Road	Reconstruct Roadway
8.	Cedar Run	0602	NEW	Rogues Road	Spot Improvements
9.	Marshall	0622	NEW	Whitting Road	Railroad Crossing
10.	Cedar Run	0790	50995	Boteler Road	Reconstruct Roadway
11.	Cedar Run	0806	18168	Elk Run Road	Improve Curve at Two Locations
12.	Marshall	0688	67696	Leeds Manor Road	Cut Road to Improve Sight Distance
13.	Lee	1201	58118	Lucky Hill Road	Reconstruct Roadway
14.	Cedar Run	0806	64226	Elk Run Road Savannah Branch	Close Open Ditches
15.	Lee	0668	NEW	Road	Reconstruct Bridge and Approaches
16.	Marshall	0678	67698	Waterloo Road	Improve Sight Distance
17.	Center/Scott	0605	11217	Dumfries Road	Construct Turn Lane and Box Culvert
18.	Marshall	0688	33998	Leeds Manor Road	Improvement for Curve and Alignment
19.	Marshall	0738	67695	Wilson Road	Improve Sight Distance
20.	Lee	0674	67697	Green Road	Improvement Sight Distance
21.	Marshall	0628	08106	Cannonball Gate Road	Reconstruct Roadway
22.	Lee	0823	NEW	Spring Mill Road	Reconstruct Roadway
23.	Lee	0655	58123	Lucky Hill Road	Reconstruct Bridge and Approaches
24.	Cedar Run	0605	17138	Dumfries Road	Reconstruct Roadway
25.	Center	0678	11159	Academy Hill Road	Reconstruct Bridge and Approaches
26.	Lee	0651	11153	Sumerduck Road	Reconstruct Bridge
27.	Cedar Run	0794	52240	Hedding Road	Reconstruct Roadway
28.	Marshall	0645	2413/ 2414	Tapps Ford Road	Reconstruct Bridge and Approaches
29.	Scott	0673	08117	Baldwin Road	Reconstruct Roadway
30.	Scott	0600	NEW	Broad Run Church Road	Reconstruct Roadway
31.	Scott	0600	NEW	Broad Run Church Road	Reconstruct Roadway

Appointments

The Board made no appointments.

Supervisors' Time

- Supervisor Weeks applauded the press for not misstating or misquoting him, and he also expressed his appreciation for having had the opportunity to serve the community.
- Mr. Winkelmann discussed options for the Fauquier Family Shelter leasehold with Vint Hill Economic Development Authority. Mr. Winkelmann introduced from the audience his wife, Laurie Winkelmann, and expressed his thankfulness for the opportunity to serve on the Board during the past five years.
- Mr. Atherton stated it had been a pleasure working with this Board.
- Ms. McCamy said it was her pleasure serving the public. Ms. McCamy stated she had been presented with many difficult decisions, and expressed thanks and gratitude to Mr. Weeks for his leadership.
- Mr. Graham stated he would be seeking to find a way to reduce the cost of County tags by fifty percent for citizens who are sixty-five years old and above; to remove personal property tax for farmers; and to add a Purchase of Development Rights program for those farmers who owed back taxes. Mr. Graham then thanked Board of Supervisors-Elect for attending the meeting. Mr. Graham also gave accolades to outgoing Board members for their commitment to public service.

Announcements

Mr. Lee had no announcements.

SPECIAL EXCEPTION #SPEX-04-MA-002 AND #SPEX-04-MA-006, MILDRED S. FLETCHER, OWNER, AND KEITH FLETCHER, APPLICANT

A public hearing was held to consider an application for a Category 20 Special Exception to allow the construction of an above-ground sewage pump station, and a Category 23 Special Exception to allow floodplain disturbance associated with construction of a roadway. The property is located in the Village of Fletcherville, on the west side of James Madison Highway (Route 17), Marshall District, further identified as PIN #6975-87-1188-000 and PIN #6975-77-3410-000. Rick Carr, Director of Community Development, gave a summary of the application. Henry Day, Esquire, representing the applicant, requested favorable consideration of the application for Special Exception and approval of the Preliminary Plat. No one else spoke. The public hearing was closed. Mr. Atherton moved to adopt the following resolution. Mr. Graham seconded, and the vote for the motion was unanimous as follows:

<i>Ayes:</i>	<i>Mr. Harry F. Atherton; Mr. Joe Winkelmann; Mr. Raymond E. Graham; Ms. Sharon Grove McCamy; Mr. Larry L. Weeks</i>
<i>Nays:</i>	<i>None</i>
<i>Absent During Vote:</i>	<i>None</i>

Abstention: *None*

RESOLUTION

A RESOLUTION TO APPROVE SPECIAL EXCEPTIONS SPEX04-MA-002, CATEGORY 20, AND SPEX04-MA-006, CATEGORY 23, AND PRELIMINARY PLAT PP03-M-33 FOR THE FLETCHERVILLE RESUBDIVISION

WHEREAS, Mildred S. Fletcher, owner, and Keith Fletcher, applicant, have filed an application to permit the construction of an above ground sewage pump station under the provisions of Article 5-2000 of the Fauquier County Zoning Ordinance; and

WHEREAS, owner and applicant have filed an application to allow fill in a floodplain under the provisions of Article 5-2300 of the Fauquier County Zoning Ordinance; and

WHEREAS, on September 25, 2003, the Planning Commission held a public hearing on this application and, on October 30, 2003, made a recommendation of approval; and

WHEREAS, the Board of Supervisors has considered the written and orally presented information of the applicants and conducted a public hearing on this application; and

WHEREAS, the Board of Supervisors has determined that the application satisfies the general standards of Article 5-006 and the additional standards for public utilities and floodplain uses at Sections 5-2000 and 5-2300 of the Zoning Ordinance; and

WHEREAS, owner and applicant have submitted a preliminary subdivision plat for the resubdivision of the Village of Fletcherville for 33 single-family lots on approximately 23.22 acres; and

WHEREAS, the Fauquier County Planning Commission voted to approve Preliminary Plat #PP03-M-33 – Preliminary Resubdivision Plat Fletcherville, subject to conditions; now, therefore, be it

RESOLVED by the Fauquier County Board of Supervisors this 15th day of December 2003, That the applications of Keith Fletcher to permit the construction of a sewage pump station and to allow fill in a floodplain in association with the Fletcherville Resubdivision be, and are hereby approved, subject to the following conditions:

1. These Special Exceptions are granted for and run with the land indicated in these applications and are not transferable to other land.
2. These Special Exceptions are granted only for the purpose(s), structure(s) and/or uses indicated on the Special Exception Plan approved with these applications, as qualified by these development conditions.

3. The development of the property shall be in general conformance with the Special Exception Plat entitled "Fletcherville - Special Exception Plan Category 20-Public Utilities-Pump Station Category 23-Floodplain Use" dated July 16, 2003, revised July 23, 2003, and received in the Planning Office on August 14, 2003.
4. A Site Plan shall be required, pursuant to Article 12 of the Zoning Ordinance, for the Sewer Pump Station.
5. A Landscape Plan shall be required for the Sewer Pump Station, pursuant to Article 7 of the Zoning Ordinance. Required landscaping shall conform to the landscaping shown on the Special Exception Plat or Article 7 requirements, which ever is greater.
6. The connection of Nelson Lane to Route 17 shall be removed once the Sewer Pump Station is constructed. The applicant shall post appropriate surety bonding for this removal and reconditioning of the area.
7. The existing pavement of Nelson Lane shall not be removed until the driveway to the Pump Station is constructed. The access to the Pump Station shall not be from Route 17. Once the Pump Station driveway is constructed, the section of Nelson Lane that will not be dedicated to public use shall be removed and the area reseeded.
8. A guardrail shall be extended across the vacated entrance from Route 17 to Nelson Lane.
9. The existing and proposed culverts for existing Nelson Lane and the proposed Pump Station driveway shall be reviewed during the Final Construction Plan and Site Plan review to determine if they are adequately sized. These structures shall be designed as required by the County and Virginia Department of Transportation.
10. The proposed culverts shall be sized to pass the 10-year storm and the headwater depth shall be 12 inches below the Pump Station driveway and the common driveway easement.
11. A drainage easement shall be dedicated at the downstream end of the proposed culverts, if required by the County or Virginia Department of Transportation.
12. The Sewer Pump Station shall be operated and maintained by the Town of Warrenton.
13. Approval of the Special Exception for fill in the 100-Year Floodplain shall be limited to disturbance associated with the construction of the cul-de-sac extension for Nelson Lane.
14. If it is necessary to fill in the 100-Year Floodplain, the applicant shall show that this fill will not cause an increase in the level of flooding or the velocity of floodwaters. No additional potential hazard of debris shall be created subject to movement of floodwaters, which might cause damage downstream. No materials or equipment will be stored in the floodplain, since this would create a danger to downstream properties. All information

regarding any fill in the floodplain is to be submitted to the County Engineer's Office for review and approval when plans are complete.

15. Slope maintenance easements shall be dedicated, if required, with the Final Plat; and, be it

RESOLVED FURTHER, That the Board does hereby approve Preliminary Plat #PP03-M-33 – Preliminary Resubdivision Plat Fletcherville, subject to the following conditions:

1. The Final Plat shall be in general conformance with the Preliminary Plat entitled "Preliminary Resubdivision - Fletcherville" dated June 17, 2003, revised through October 31, 2003, signed November 6, 2003, and received in the Planning Office on November 10, 2003, except as modified by these conditions.
2. In accordance with the Fauquier County Zoning Ordinance, a tree canopy calculation, landscape plan and buffer plan shall be provided with the Final Construction Plans.
3. All road design and construction shall be in accordance with VDOT's Subdivision Street Requirements manual and VDOT's Road and Bridge Standards, unless modified by this approval, the Community Development Department, and/or VDOT. Approval of this Preliminary Plat modifies Subdivision Ordinance Sections 5-7, Street Width; 7-8, Graded Width; 7-9, Pavement Width; 6-1, Local Street; 6-2, Collector Street; 7-1, Design; 7-2, Standards; 7-16, Landscaping; 8-1, Curb, Gutter and Sidewalk; and 8-2, Ditch Cross Section; as noted in the applicant's Statement of Justification and modified by the Preliminary Plat and these conditions.
4. Street grades shall not exceed 10%, unless approved by the County Engineer.
5. The typical road section shown on Sheet 2, as modified herein and agreed to by both the County Engineer's Office and VDOT, is approved for this resubdivision.
6. Road and other construction shall ensure drainage water will not rise higher than 18 inches below the shoulder of proposed or existing public roads. At a minimum, culverts shall be designed to accommodate the following flood frequencies:

Secondary and Subdivision Streets	10-year
Primary and Parkways	25-year

7. All utilities placed within the street right-of-way shall be placed on the outer 3 to 5 feet of the edge of the right-of-way. Manholes shall not be located in the pavement or shoulder of highways. Deviation from this condition requires prior approval by VDOT and will be considered on a case-by-case basis.
8. Culverts shall be designed to pass the 10-year storm with 12 inches of freeboard.
9. A minimum right-of-way width of 40 feet is approved for the proposed public streets in this resubdivision.

10. The driveway entrance to Lot 21R shall be perpendicular to the roadway or as approved by VDOT.
11. Those private roadways, pipe stems, and ingress/egress easements provided for with the resubdivision shall be maintained by the users of said access ways. The applicant shall submit homeowners' association documents or other required road maintenance agreements for County approval prior to Final Plat approval.
12. The development shall be served by Town of Warrenton Sewer Service.
13. Approval of this Preliminary Plat grants the applicant's requested open space reduction pursuant to Zoning Ordinance Section 10-206. No less than 40% of the gross site acreage shall be in open space. This open space area may be either common or non-common.
14. Approval of this Preliminary Plat modifies Subdivision Ordinance Section 4-18, Lots, Shape. The lot configuration shall be in general conformance with the approved Preliminary Plat.
15. The requirements for a Phase 1 Soils Study, a Hydrogeological Study, and/or a traffic study are waived with approval of this Preliminary Plat.
16. The existing community water system may serve the existing residential properties located within the resubdivision. However, no new residential units may be added to that existing community water system.
17. Approval of this Preliminary Plat is subject to approval of a Special Exception to allow an above ground sewage pump station, and approval of a Special Exception to allow minor disturbance and fill in the 100-Year Floodplain in association with construction of a roadway.

**SPECIAL EXCEPTION #SPEX04-CR-009 – VINT HILL ECONOMIC DEVELOPMENT
AUTHORITY, OWNER/APPLICANT**

A public hearing was held to consider an application to obtain Special Exception approval under Category 20, which would allow for an above ground water storage tank to replace an existing facility at Vint Hill. The property is located on the east side of Vint Hill Parkway, Cedar Run District, further identified as PIN #7915-76-8772-000. Mr. Atherton waived a staff report. No one spoke. The public hearing was closed. Mr. Graham moved to adopt the following resolution. Mr. Atherton seconded, and the vote for the motion was unanimous as follows:

<i>Ayes:</i>	<i>Mr. Harry F. Atherton; Mr. Joe Winkelmann; Mr. Raymond E. Graham; Ms. Sharon Grove McCamy; Mr. Larry L. Weeks</i>
<i>Nays:</i>	<i>None</i>
<i>Absent During Vote:</i>	<i>None</i>

Abstention:

None

RESOLUTION

A RESOLUTION APPROVING SPEX04-CR-009: A CATEGORY 20 SPECIAL EXCEPTION TO ALLOW FOR AN ABOVE GROUND WATER STORAGE TANK FOR VINT HILL

WHEREAS, Vint Hill Economic Development Authority, owner/applicant, is seeking Special Exception approval for an above ground water storage tank, which will replace an existing facility; and

WHEREAS, the existing facility is dilapidated, outdated and undersized; and

WHEREAS, on October 30, 2003, the Fauquier County Planning Commission held a public hearing and recommended approval of the proposed Special Exception; and

WHEREAS, the Board of Supervisors has considered the written and orally presented information of the applicants and conducted a public hearing on this application; and

WHEREAS, the Board of Supervisors has determined that the application satisfies the general standards of Article 5-006 and the additional standards for public utilities at Section 5-2000 of the Zoning Ordinance; now, therefore, be it

RESOLVED by the Fauquier County Board of Supervisors this 15th day of December 2003, That SPEX04-CR-009 be approved subject to the following conditions:

1. The Special Exception is granted for and runs with the land indicated in this application and is not transferable to other land.
2. This Special Exception is granted only for the purpose(s), structure(s) and/or uses indicated on the Special Exception Plat approved with the application, as qualified by these development conditions.
3. The development of the property shall be in general conformance with the Special Exception Plat entitled "Special Exception Plan Vint Hill Water Tower" dated September 12, 2003, and received in the Planning Office on September 12, 2003.
4. The applicant shall provide an access easement to the tank site and parking area to allow for access by Fauquier County Water and Sanitation Authority or other government agencies.
5. The maximum water storage tank height shall be 145 feet.
6. The maximum storage capacity of the water storage tank shall be 500,000 gallons.
7. A Site Plan shall be required pursuant to Article 12 of the Zoning Ordinance.

8. The tower storage facility shall be painted light blue or white in color, as permitted by the FAA.
9. The tower storage facility shall not be lighted, unless required by the FAA.
10. The existing tree buffer adjacent to the parcel shall not be disturbed, except that dead or diseased vegetation may be removed and replaced.

COMPREHENSIVE PLAN AMENDMENT #CPA03-L-07 AND REZONING REQUEST #RZ03-L-10 – D.C. DIAMOND CORPORATION, OWNER/APPLICANT – PELHAM VILLAGE

and

SPECIAL EXCEPTION #SPEX04-LE-001 – D.C. DIAMOND CORPORATION, OWNER/APPLICANT – PELHAM VILLAGE

A public hearing was held to consider proposed Comprehensive Plan Amendment #CPA03-L-07, Rezoning Request #RZ03-L-10, and Special Exception Application #SPEX04-LE-001. The Comprehensive Plan Amendment would allow for the entire subject property (105.39 acres) to be in the Bealeton Service District and designated as Low Density Residential with public sewer and water rather than a portion of the site being designated Residential (No Sewer/Water). The applicant also wishes to rezone approximately 105.39 acres from Rural Agriculture (RA) to Planned Residential District (PRD) for the purpose of developing 199 residential lots and approximately 2.1 acres of commercial property. The property is located on the northwest side of Catlett Road (Route 28), north of its intersection with Route 15/29, Lee District, further identified as PIN #6888-39-2530-000 and PIN #6889-31-7311-000. The applicant also wishes to obtain Special Exception approval under Category 23, which would allow floodplain disturbance associated with construction of a regional pond and road crossings. The property is located on the northwest side of Catlett Road (Route 28), north of its intersection with Route 29/15, Lee District, further identified as PIN #6889-31-7311-000 and PIN #6888-39-2530-000. Rick Carr, Director of Community Development, gave a summary of the applications. Jim Carson, of Carson, Harris Engineering, spoke on behalf of the applicant and gave the history of the project, stating the project will return as a different plan in a year. Mark Moorestein, attorney for the developer, discussed the principles behind the project, explained that certain litigation matters were affecting the developer's ability to amend the proffers, and thanked the Board for its efforts. James Allison, resident of Southcoate Village in Lee District, objected to the Pelham Village project. Tom Milic, son of the developer, spoke in favor of the plan. Ms. Huber, member of the Bealton-Opal-Remington Citizens Committee, spoke in opposition to the Pelham Village project. Mimi Moore, Marshall District, of Citizens for Fauquier County, spoke in opposition to the proposed Comprehensive Plan Amendment. Jolly DeGive, Marshall District, member of the Piedmont Environmental Council, spoke in opposition to the Pelham Village subdivision project. No one else spoke. The public hearing was closed. Ms. McCamy moved to remit the applications back to the Planning Commission for further review and recommendation. Mr. Graham seconded, and the vote for the motion was unanimous as follows:

Ayes: *Mr. Harry F. Atherton; Mr. Joe Winkelmann; Mr. Raymond E. Graham; Ms. Sharon Grove McCamy; Mr. Larry L. Weeks*
Nays: *None*
Absent During Vote: *None*
Abstention: *None*

REZONING REQUEST #REZN04-LE-002 – RICHARD M. BARB, LLC, OWNER
/APPLICANT – ELLERSLIE FARM

A public hearing was held to consider an amendment to a previously approved Rezoning Concept Development Plan and Proffer Statement. The property is located on the south side of James Madison Highway (Route 15/29), Lee District, further identified as part of PIN # 6888-13-8870-000 and part of PIN #6888-15-4359-000. Rick Carr, Director of Community Development, gave an overview of the application. Jim Butler, designer of the proposed subdivision, spoke on behalf of the applicant and requested favorable consideration of the application. No one else spoke. The public hearing was closed. Ms. McCamy moved to adopt the following Ordinance. Mr. Winkelmann seconded, and the vote for the motion was unanimous as follows:

Ayes: *Mr. Harry F. Atherton; Mr. Joe Winkelmann; Mr. Raymond E. Graham; Ms. Sharon Grove McCamy; Mr. Larry L. Weeks*
Nays: *None*
Absent During Vote: *None*
Abstention: *None*

ORDINANCE

**AN ORDINANCE TO APPROVE REZONING REQUEST #REZN04-LE-002,
ELLERSLIE FARM**

WHEREAS, Richard M. Barb, LLC, owner and applicant, has initiated a request to amend a previously approved Concept Development Plan and to amend the companion Proffer Statement for approximately 139.4 acres (portions of PIN #6888-13-8870-000 and PIN #6888-15-4359-000), zoned Residential-2 (R-2), for a Cluster development; and

WHEREAS, the applicant has filed an application to amend the Fauquier County Zoning Map in accordance with the provisions of Article 13-202 of the Fauquier County Zoning Ordinance; and

WHEREAS, the proposed rezoning is in conformance with the Fauquier County Comprehensive Plan; and

WHEREAS, on September 25, 2003 and October 30, 2003, the Fauquier County Planning Commission held public hearings on the rezoning request of Richard M. Barb, LLC; and

WHEREAS, on November 20, 2003, the Fauquier County Planning Commission approved a motion recommending approval of the rezoning request; and

WHEREAS, on December 15, 2003, the Board of Supervisors held public hearings on this rezoning request; and

WHEREAS, by the adoption of this Ordinance, the Board of Supervisors has determined that the public necessity, convenience, general welfare, or good zoning practice is satisfied by this amendment to the Fauquier County Zoning Map; now, therefore, be it

ORDAINED by the Fauquier County Board of Supervisors this 15th day of December 2003, That Rezoning Request #REZN04-LE-002 to amend the Concept Development Plan and Proffer Statement for the previously approved Residential-2 (R-2) zoned property on the east side of Route 15/29 and on the west side of Business Route 15/29, identified as portions of PIN #6888-13-8870-000 and PIN #6888-15-4359-000, be, and is hereby, approved, subject to the Concept Development Plan prepared by Huntley, Nyce & Associates, dated October 3, 2003, revised through November 4, 2003, received in the Community Development Office on November 5, 2003, and the Proffer Statement dated June 18, 2002, revised through November 4, 2003, and signed by Richard M. Barb on November 14, 2003.

A RESOLUTION TO AMEND THE FY 2004 ADOPTED BUDGET IN THE AMOUNT OF \$6,138,249.38

A public hearing was held to consider various budget related issues in the amount of \$6,073,758.38 in appropriations and \$64,491 in transfers for FY 2004, totaling \$6,138,249.38. Bryan Tippie, Director of the Budget Office, gave an overview of the proposed budget amendment. Robert Dunleavy of Scott District, George Tolis of Marshall District, Frank Ott of Lee District, and Cheri Wolfe, spoke in opposition to Monroe Park funding. Debbie Reedy of Scott District, Michael Starner of Cedar Run District, and Pam Van Scoy of Lee District, spoke in support of funding Monroe Park. No one else spoke. The public hearing was closed. Mr. Graham moved to adopt the following resolution to approve the proposed budget amendment. Mr. Weeks seconded. Mr. Winkelmann offered a substitute resolution that removes funding for Monroe Park from the FY 2004 budget, and directs the County Administrator to develop a plan to include \$1.9 million in the FY 2005 budget for completion of Monroe Park. Mr. Atherton seconded, and the vote for the motion was 2 to 3 as follows:

<i>Ayes:</i>	<i>Mr. Harry F. Atherton; Mr. Joe Winkelmann</i>
<i>Nays:</i>	<i>Mr. Raymond E. Graham; Ms. Sharon Grove McCamy; Mr. Larry L. Weeks</i>
<i>Absent During Vote:</i>	<i>None</i>
<i>Abstention:</i>	<i>None</i>

Mr. Atherton returned to the original motion to approve the following resolution. The vote for the motion was 3 to 2 as follows:

Ayes: *Mr. Raymond E. Graham; Ms. Sharon Grove McCamy; Mr. Larry L. Weeks*
Nays: *Mr. Harry F. Atherton; Mr. Joe Winkelmann*
Absent During Vote: *None*
Abstention: *None*

RESOLUTION

A RESOLUTION TO AMEND THE FY 2004 ADOPTED BUDGET IN THE AMOUNT OF \$6,138,249.38

WHEREAS, the Board of Supervisors is charged by the Code of Virginia with the preparation of an annual budget for Fauquier County; and

WHEREAS, on March 25, 2003, the Fauquier County Board of Supervisors adopted the Fauquier County FY 2004 Budget; and

WHEREAS, during the course of the fiscal year certain events occur which necessitate changing the budget plan by increasing or decreasing the total budget; and

WHEREAS, the Finance Committee has recommended FY 2004 budget adjustments of \$6,138,249.38 for the purposes set forth below; and

WHEREAS, on December 15, 2003, a public hearing was held; now, therefore, be it

RESOLVED by the Fauquier County Board of Supervisors this 15th day of December 2003, That the FY 2004 Budget be, and is hereby, amended in the amount of \$6,073,758.38 in appropriations and \$64,491 in transfers, totaling \$6,138,249.38, as follows:

Source	FROM Code	Amount	Department	TO Code	Amount
FY 2004					
Donations	3-302-189903-0001	\$4,000	Library	4-302-080702-8231	\$4,000
Federal Funds	3-100-332000-0003	\$4,725	Adult Court	4-100-021720-6050	\$4,725
Local Revenue	3-100-113001-0001	\$28,692	Airport	4-405-081722-3160	\$28,692
Summer School Revenue	3-205-191000-0011	\$3,295	School Division	4-205-061100-1120- 300-410	\$2,525
				4-205-061100-2100- 300-410	\$101
				4-205-061100-6013- 300-410	\$187
				4-205-061100-9025- 300-410	\$482
Federal Funds	3-205-332000-0009	\$316,681	School Division	4-205-061109-1620- 300-100	\$35,000
				4-205-061109-1520- 300-100	\$20,850
				4-205-061109-2100-	\$1,748

				300-100	
				4-205-061109-2720-300-100	\$60
				4-205-061109-3160-300-100	\$237,945
				4-205-061109-3500-300-100	\$400
				4-205-061109-5540-300-100	\$13,878
				4-205-061109-6012-300-100	\$6,800
State Funds	3-205-242000-0034	\$52,000	School Division	4-205-061100-6050-900-000	\$52,000
State Funds	3-205-242000-0074	\$5,698	School Division	4-205-061103-6013-200-130	\$5,698
State Funds	3-205-242000-0060	\$41,082	School Division	4-205-061104-6013-300-100	\$41,082
Federal Funds	3-100-331000-0040	\$1,120	Sheriff's Office	4-100-31230-8201	\$1,120
Fire & Emergency Services Fund	4-270-32420-9999	\$840	Fire & Emergency Services	4-271-34100-8200	\$840
Fire & Emergency Services Fund Balance	3-270-419000-0010	\$15,000	Fire & Emergency Services	4-270-32420-8205	\$15,000
Carryover – Fund Balance	3-100-419000-0010	\$3,060	Agriculture Development	4-100-081800-3600	\$3,060
Federal Funds	3-100-335000-0040	\$3,600	Social Services	4-100-53130-5724	\$3,600
CIP	4-302-94107-6025-000-000-001	\$33,633.53	Information Technology	4-100-012511-3170	\$108,070.42
	4-302-94107-6025-000-000-002	\$5,156.40		4-100-012511-6050	\$433,089.96
	4-302-94107-3160-000-000-003	\$9,737.69			
	4-302-94107-8207-000-000-004	\$31,185.84			
	4-302-94107-6025-000-000-005	\$59,725.64			
	4-302-94107-6025-000-000-006	\$1,980.55			
	4-302-94107-6025-000-000-007	\$31,338.53			
	4-302-94107-8201-000-000-009	\$65,000			
	4-302-94107-6025-000-000-010	\$44,699.20			
	4-302-94107-3160-000-000-001	\$20,000			
	4-302-94100-8207	\$238,703			
Carryover –	3-100-419000-0010	\$1,486,865	School Division	4-206-061100-6020	\$447,757

Fund Balance				4-302-094630-8205	\$100,000
				4-302-094630-8205	\$75,577
				4-302-094605-9409	\$75,000
				4-302-094680-6050	\$46,000
				4-302-094200-6101	\$27,000
				4-205-064200-3310-900-000	\$5,000
				4-302-094200-6101	\$32,000
				4-302-094200-6101	\$54,700
				4-205-064200-3310-900-000	\$6,000
				4-205-061100-6013-201-100	\$6,405
				4-205-061100-6013-202-100	\$9,405
				4-205-061100-6013-203-100	\$5,625
				4-205-061100-6013-204-100	\$6,765
				4-205-061100-6013-205-100	\$6,870
				4-205-061100-6013-206-100	\$4,095
				4-205-061100-6013-207-100	\$5,805
				4-207-061100-6013-208-100	\$7,515
				4-205-061100-6013-209-100	\$8,280
				4-205-061100-6013-210-100	\$7,980
				4-205-061100-6013-301-100	\$10,095
				4-205-061100-6013-302-100	\$8,700
				4-205-061100-6013-303-100	\$9,825
				4-205-061100-6013-304-100	\$9,435
				4-205-061100-6013-305-100	\$24,585
				4-205-061100-6013-306-100	\$23,115
				4-205-061100-6013-305-100	\$3,975
				4-205-061100-6013-306-100	\$3,975
				4-302-094605-3140	\$29,000
				4-302-094605-3140	\$58,000
				4-302-094654-8210	\$60,500
				4-302-094654-8210	\$60,500
				4-302-95605-8215	\$6,000
				4-205-064100-9999-900-000	\$177,503
				4-302-94611-8215	\$63,878
State Funds (Lottery)	3-205-242000-0032	\$96,636	School Division	4-205-061310-2821-200-100	\$14,613
				4-205-061100-3810-300-400	\$8,150
				4-205-062140-3320-	\$5,000

				900-000	
				4-205-062120-3160-900-000	\$5,000
				4-205-062124-3160-900-000	\$20,000
				4-205-061100-6047-301-100	\$2,673
				4-205-062124-6047-900-000	\$3,200
				4-207-065100-8101-900-000	\$28,000
				4-205-061310-3160-200-100	\$10,000
Carryover – Fund Balance	3-100-419000-0010	\$1,486,865	School Division Construction Reserve	4-302-091400-0205	\$1,486,865
Fire and Emergency Services Levy/Fund	3-270-111001-0005 3-270-419000-0010	\$35,700 \$28,206	Fire & Emergency Services	4-270-32420-1101 4-270-32420-2100 4-270-32420-2210 4-270-32420-2310 4-270-32420-2400 4-270-32420-6011 4-270-32420-8203 4-270-32420-8205 4-270-32420-8207	\$23,000 \$1,760 \$2,094 \$2,050 \$202 \$3,800 \$6,000 \$5,000 \$20,000
Parks & Recreation Revenue	3-150-900002-0060	\$18,533	Parks & Recreation	4-150-900003-1301 4-150-900003-2100 4-150-900003-6050 4-150-900003-3160	\$960 \$73 \$2,500 \$15,000
Fund Balance	3-100-419000-0010	\$1,900,000	Board of Supervisors Monroe Park	4-302-094710-8215	\$1,900,000
General Fund (Transfer)	4-100-012210-3150	\$2,079	County Attorney	4-100-012210-1301	\$2,079
Contingency Reserve (Transfer)	4-100-091400-9999	\$2,500	Contribution – Rappahannock Legal Services	4-100-081600-5666	\$2,500
General Fund (Transfer)	4-100-053110-1101	\$22,000	Social Services	4-100-053155-1301	\$22,000
Contingency Reserve (Transfer)	4-100-091400-9999	\$37,912	John Marshall Soil & Water Conservation District	4-100-082400-5696	\$37,912
TOTAL		\$6,138,249.38			\$6,138,249.38

There being no further business, the meeting was adjourned to reconvene for Board of Supervisors' Organizational Meeting on January 5, 2004.

I hereby certify that this is a true and exact record of actions taken by the Fauquier County Board of Supervisors on December 15, 2003.

A Copy Teste

G. Robert Lee
Clerk to the Board of Supervisors